

Ann-Martha Andrews  
State Bar No. 7585  
E-mail: aandrews@lrrc.com  
LEWIS ROCA ROTHGERBER CHRISTIE LLP  
3993 Howard Hughes Pkwy, Suite 600  
Las Vegas, NV 89169-5996  
Tel: 702.949.8200  
Fax: 702.949.8398

*Attorneys for Plaintiff Minnesota Life Insurance Company*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

Minnesota Life Insurance Company,  
  
Plaintiff,  
  
vs.  
  
Tammy Weisberg, an individual; and  
Barbara Steele, as Personal Representative  
of the Estate of Eric Weisberg,  
  
Defendants.

NO. 2:15-CV-01820-GMN-NJK

**STIPULATION TO PERMIT  
PLAINTIFF TO DEPOSIT FUNDS  
AND TO DISMISS PLAINTIFF  
WITH PREJUDICE**

In accordance with Federal Rule of Civil Procedure 22, plaintiff Minnesota Life Insurance Company (“MLIC”) and defendants Tammy Weisberg (“Weisberg”) and Barbara Steele as Personal Representative of the Estate of Eric Weisberg (“Steele”) agree as follows:

(A) Caesars Entertainment Corporation established and maintained a plan of life insurance for the benefit of its employees. Caesars funded its plan via a policy of life insurance issued by MLIC to Caesars (Policy No. 55044-G) (“the Policy”).

(B) The defendants’ decedent, Eric Weisberg, was employed by Caesars at relevant times and was covered under the Policy.

(C) Eric Weisberg died on November 14, 2013. As a result of Eric Weisberg’s death, a death benefit of \$211,000 became due and owing under the Policy.

(D) The defendants disagree as to whom the death benefit should be paid.

(E) MLIC is a mere stakeholder and claims no right to the death benefit at issue.

1 MLIC filed this interpleader action and is willing to deposit these benefits with the Clerk  
2 of the Court. (Doc. # 1.) The defendants have each appeared in the interpleader action.  
3 (Doc. # 10, 12.)

4 Whereupon, the parties stipulate that the Court shall enter an order as follows:

- 5 (1) MLIC shall deposit the \$211,000 death benefit with the Clerk of the Court;  
6 (2) Upon MLIC's deposit of the death benefit with the Clerk of the Court, MLIC  
7 is and shall be dismissed from further liability for the life insurance benefits  
8 that are the subject of this interpleader action;  
9 (3) Upon MLIC's deposit of the death benefit with the Clerk of the Court,  
10 Weisberg and Steele are permanently enjoined from bringing any claim or  
11 action against MLIC relating to death benefit;  
12 (4) Upon MLIC's deposit of the death benefit with the Clerk of the Court, MLIC  
13 is dismissed from this action with prejudice, such dismissal to include all  
14 counterclaims that have been stated or that could have been stated in the  
15 lawsuit;  
16 (5) Each party will bear its own attorneys' fees and costs associated with the  
17 interpleader, which is resolved herein; the defendants reserve the right to claim  
18 attorneys' fees and costs associated with pursuing their adverse claims to the  
19 interplead fund.

20 LEWIS ROCA ROTHGERBER CHRISTIE LLP

21  
22 By: /s/ Ann-Martha Andrews

23 Ann-Martha Andrews  
24 Nevada Bar No. 7585  
25 Lewis Roca Rothgerber Christie LLP  
26 3993 Howard Hughes Pkwy, #600  
27 Las Vegas, NV 89169  
28 *Attorneys for Plaintiff Minnesota Life Insurance Company*

HUTCHISON & STEFFEN, LLC

By: /s/ Lynn N. Hughes (with permission)

Lynn H. Hughes  
Nevada Bar No. 6349  
Hutchison & Steffen, LLC  
Peccole Professional Park  
10080 West Alta Drive, Suite 200  
Las Vegas, Nevada 89145  
*Attorneys for Defendant Tammy Weisberg*

PICKARD PARRY PFAU

By: /s/ Zachariah B. Parry (with permission)

Zachariah B. Parry  
Nevada Bar No. 11677  
Pickard Parry Pfau  
10120 South Eastern Avenue, Suite 140  
Henderson, Nevada 89052  
*Attorneys for Defendant Barbara Steele*

**IT IS SO ORDERED**

Dated this 10 day of March, 2016.

  
\_\_\_\_\_  
GLORIA M. NAVARRO, CHIEF JUDGE  
UNITED STATES DISTRICT COURT